



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

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"To enrich lives through effective and caring service"

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March 19, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 March 19, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL TO AMEND EXISTING LANDSCAPE
AND CUSTODIAL CONTRACTS AND ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH LOCAL PUBLIC AGENCIES
FOR LANDSCAPE AND/OR CUSTODIAL SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Authorize the Director of the Internal Services Department (ISD) to amend the Department's existing landscape and custodial contracts to provide for the expansion of service offerings to other public agencies within the County; and to execute a Memorandum of Understanding (MOU) with each local public agency that participates in such service offerings by the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and delegate authority to the Director of ISD or his designee to amend the Department's existing landscape and custodial contracts, identified on Attachment I, to provide for the expansion of the contract services offering to other public agencies within the County.
2. Approve and authorize the Director of ISD or his designee to execute an MOU substantially similar to Attachment II, to have ISD provide landscape and/or custodial services to other public agencies within the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD has been approached by several public agencies seeking a viable, more cost effective means of obtaining necessary services, including landscaping and custodial services. These agencies have

shown an interest in the County providing these services in lieu of conducting their own comprehensive solicitation and contract administration functions.

The recommended actions would allow ISD's Director to amend the existing contracts to provide for expanding service offerings to, and enter into an MOU with, other public agencies to provide landscape and custodial services.

The proposed services would be provided under ISD's current agreements for landscape and custodial agreements, with the pricing established using the existing cost methodology.

The recommended actions support the County's initiative to collaborate with other municipalities to effectuate mutual savings, and would allow other public agencies to obtain landscape and/or custodial services from a reliable and affordable source.

Implementation of Strategic Plan Goals

Approval of these proposed actions are consistent with the County's strategic goal for Operational Effectiveness. Through greater economies of scale, the recommended actions will provide efficiencies to both the County and other local jurisdictions.

FISCAL IMPACT/FINANCING

There is no net County cost (NCC) resulting from this action.

Participating public agencies will be charged as contract services are incurred, with no required minimum expenditure level.

Sufficient appropriation is available in ISD's Fiscal Year 2012-2013 budget for anticipated costs associated with the recommended MOU. ISD will request sufficient appropriations in future fiscal years to fund any extensions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code, Section 23008, whenever it is economical and satisfactory to do so, a county may perform work, or furnish goods for any district or municipal corporation within the county, if before the work is done or the goods are ordered or furnished by the county, an amount equal to the cost, or an amount 10 percent in excess of the estimated cost, is so reserved from the funds of the district or municipal corporation to be charged that it may be transferred to the county, when the work is completed or the goods are supplied.

The recommended Memorandum of Understanding (MOU) has been approved as to form by County Counsel and will be finalized and executed by the Director of ISD after approval by your Board. In each case, either the County or the participating public agency may terminate the MOU without cause with 30 days advance notice.

CONTRACTING PROCESS

Participating public agencies will receive landscape and/or custodial services as currently provided to County departments by County and/or Contractor.

The Honorable Board of Supervisors

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The contractors have agreed to provide the required services under the same terms and conditions to other public agencies. Because services will be provided to a non-County public agency, they are exempt from County Code Section 2.121 (Proposition A).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will enable ISD to assist other public agencies with critical service needs in landscape and custodial service operations.

Respectfully submitted,

A handwritten signature in cursive script that reads "Tom Tindall".

TOM TINDALL

Director

TT:JS

Enclosures

c: Chief Executive Office
County Counsel
Auditor Controller

Custodial Contracts

Contract No.	Region/Area	Contractor Name
77892	Region 1	Diamond Contract Services, Inc.
77893	Region 2	DMS Facility Services, Inc.
77894	Region 3	DMS Facility Services, Inc
77895	Region 4	Pride Industries One, Inc.
77731	Region 5	Pride Industries One, Inc.
77896	Region 6	Diamond Contract Services, Inc.
77810	Six Probation Locations	Lee's Maintenance Service, Inc.
77811	Los Padrinos Juvenile Hall and Court, and Crenshaw Area Office	Lee's Maintenance Service, Inc.
77812	Barry J. Nidorf Juvenile Hall and Court, and Kenyon Juvenile Justice Center Sub-Office	Diamond Contract Services, Inc.

Landscape Contracts

Contract No.	Region/Area	Contractor Name
75619	Regions 1, 2, 3, and 5	Sepco Earthscape, Inc.
75620	Region 4	American Heritage Landscape LP
75618	Region 6	Stay Green, Inc.

MEMORANDUM OF UNDERSTANDING



CUSTODIAL/LANDSCAPING SERVICES

DATE

**MEMORANDUM OF UNDERSTANDING
CUSTODIAL/LANDSCAPING SERVICES**

This Memorandum of Understanding for certain custodial/landscaping services is entered into as of _____ (the "Effective Date") by and between the County of Los Angeles, a political subdivision of the State of California ("County") and the _____, California ("Customer").

RECITALS

- R1 The County, as administered through its Internal Services Department ("ISD"), currently offers Custodial/Landscaping Services to various County departments;
- R2 Customer acknowledges and understands that County Custodial/Landscaping Services are currently provided, in whole or in part, by the County's third-party vendor, [Contractor's Name], a company, with its principal place of business at [Contractor's Address] (the "Contractor"); and
- R3 Customer wants to receive Custodial/Landscaping Services from the County as provided by County and/or Contractor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS

- 1.1 This base document, along with Exhibits A and B, attached hereto by reference and listed below, collectively form and are referred to herein as the "MOU."
- 1.2 Any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base document and the Exhibits, or between/amongst the Exhibits, shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following descending priority:
 - 1.2.1 EXHIBIT A - Custodial/Landscaping Services Contract between the County of Los Angeles and Contractor (attached by reference).
 - 1.2.2 EXHIBIT B - Statement of Work.
- 1.3 This MOU is the complete and exclusive statement of understanding between County and Customer, and supersedes any previous agreements, whether written or oral, as well as all prior communications relating to the subject matter of this MOU.

2.0 DEFINITIONS

The terms and phrases in this Section 2.0, in quotes and with initial letter(s) capitalized, shall have the meanings set forth below whenever used in this Contract.

- 2.1 “Contractor” or “Contractors” means the County’s third-party Custodial/Landscaping Services vendor or vendors, including its/their duly authorized subcontractors, as currently exists or as such may change from time-to-time. As of the Effective Date, the County’s vendor is [Contractor Name], a company, with its principal place of business at Contractor’s Address.
- 2.2 “Customer” means the [Municipality Name].
- 2.3 “Day” or “Days,” *whether with an initial capital letter or not*, means calendar day(s), unless otherwise specified.
- 2.4 “Effective Date” means [Date].
- 2.5 “Custodial Services” means general custodial services which include but are not limited to cleaning of offices, conference rooms, lobbies, corridors, restrooms, lunchrooms, removal of solid waste and trash, carpet cleaning, window washing and light fixture cleaning. Specialty custodial services include but are not limited to cleaning of detention cells and maintenance of parking facility, as set forth in Exhibit B – Statement of Work.

-OR-

- 2.5 “Landscaping Services” means general landscape services which include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services including tree trimming, as set forth in Exhibit B.
- 2.6 “Custodial/Landscaping Services Contract” means the base document, exclusive of exhibits and attachments, of County Contract No. [Contract #] entered into [Date] by and between County and Contractor.
- 2.7 “Statement of Work” means Exhibit B – Statement of Work, exclusive of attachments, of the Custodial/Landscaping Services Contract.

3.0 OBLIGATIONS & PERFORMANCE

- 3.1 Custodial/Landscaping Services. The Custodial/Landscaping Services available to Customer under this MOU are set forth in the Custodial/Landscaping Contract (Exhibit A) and the Statement of Work (Exhibit B). For purposes of receiving Custodial/Landscaping Services, the parties intend that all references therein to County facilities, County’s ISD equipment, and the like, shall be interpreted to also include the Customer’s facilities.
- 3.2 Rates. Custodial/Landscaping Services are billed as costs for full services at the cost determined by County and Contractor and based on the Customer’s Statement of Work.
- 3.3 Invoices. County will invoice Customer for Custodial/Landscaping Services provided. Within twenty (20) days from transmittal of the invoice, Customer must pay the invoice in full; or

- (a) Dispute in writing any portion of the invoice that Customer believes is in error and should not be paid; and
- (b) Pay the undisputed portion.

Invoices that are not disputed per this Section 3.3 are deemed accurate and complete.

4.0 TERM & TERMINATION

- 4.1 The term of this MOU starts on the Effective Date and ends on [Date], unless sooner terminated or extended, in whole or in part, as provided in this MOU.
- 4.2 This MOU may be terminated by Customer or County with or without cause upon advance written notification at least thirty (30) days in advance.

5.0 INDEMNIFICATION

Notwithstanding any provision in this MOU to the contrary, whether expressly or by implication, each party shall indemnify, defend, and hold harmless the other, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with its respective acts and/or omissions and as such would be imposed in the absence of California Government Code Section 895.2.

6.0 ADMINISTRATION

- 6.1 The Customer's Project Director is designated as follows:

[Contact Name]
[Contact Title]
[Agency Name]
[Address 1]
[Address 2]
Phone: [Phone]
Fax: [Fax]
E-mail: [E-mail]

- 6.2 The County's Project Director is designated as follows:

Yolanda Young
Division Manager - Contracting Services
Los Angeles County - Internal Services Department
1100 N. Eastern Avenue
Los Angeles, CA 90063
Phone: (323) 267-3101;
Fax: [Fax]
E-mail: llambertson@isd.lacounty.gov

- 6.3 The County's Project Manager is designated as follows:

[Laura Lambertson]
[Division Manager]
[Los Angeles County - Internal Services Department]
[1100 N. Eastern Avenue
Los Angeles, CA 90063
Phone: (323) 267-3100Phone: [Phone]
Fax: [Fax]
E-mail: [E-mail]

6.4 The Customer and County must promptly notify the other in writing of any change in personnel designated in this Section 6.0 (Administration).

7.0 NOTICES

All notices required or permitted shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Section 6.0 (Administration).

8.0 AMENDMENTS

This MOU may be changed by a duly authorized and executed written amendment only. No other writing, or any oral representation, is valid or enforceable.

9.0 NO ASSIGNMENT/DELEGATION

The Customer must not assign its rights nor delegate its duties under this MOU. Any attempt to do so null and void.

10.0 AUTHORIZATION WARRANTY

The Customer represents and warrants that the person executing this MOU on its behalf is an authorized agent who has actual authority to bind the Customer to each and every term, condition, and obligation of this MOU, and that all requirements of the Customer have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This MOU is governed by, and construed in accordance with, the substantive and procedural laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 VALIDITY

If any provision of this MOU or the application thereof to any person or circumstance is held invalid, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby.

**MEMORANDUM OF UNDERSTANDING
CUSTODIAL/LANDSCAPING SERVICES**

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Memorandum of Understanding to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Memorandum of Understanding to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

[MUNICIPALITY NAME]

COUNTY OF LOS ANGELES

By: _____
Customer (City Council)

By: _____
Director
Internal Services Department

Printed: _____

Title: _____

APPROVED AS TO FORM:

John Krattli
County Counsel

CITY ATTORNEY

By: _____
Principal Deputy County Counsel

By: _____
Signature

Printed: _____